

WHITEFORD, TAYLOR & PRESTON LLP
220 White Plains Road, Second Floor
Tarrytown, NY 10591
(914) 761-8400
klewis@wtplaw.com
Kenneth M. Lewis

Attorneys for Twenty Three R.P. Associates

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____)	
In re)	Chapter 7
)	
FLYWHEEL SPORTS PARENT, INC., <i>et al.</i> ,)	Case No. 20-12157 (JLG)
)	
Debtors. ¹)	(Jointly Administered)
_____)	

**TWENTY THREE R.P. ASSOCIATES' CLAIM FOR ADMINISTRATIVE
RENT PURSUANT TO SECTION 365(d)(3) OF THE BANKRUPTCY CODE**

Twenty Three R.P. Associates, by its attorneys, Whiteford, Taylor & Preston LLP, respectfully submits this claim for administrative rent for the period from September 14, 2020 through December 1, 2020, in the amount of \$220,085.67, pursuant to section 365(d)(3) of the Bankruptcy Code and this Court's *Order Granting Trustee's Application For an Order Authorizing Rejection of Leases and Abandonment of Leasehold Contents* entered on December 31, 2020 [Doc. No. 90] (the "Order"). In support of this claim, Twenty Three R.P. Associates

¹ The 16 affiliated debtors and their applicable case numbers are as follows: Flywheel Sports Parent, Inc. (20-12157), Flywheel Sports, Inc. (20-12158), Flywheel Denver Union Station, LLC (20-12159); Flywheel Astor Place LLC (20-12160), Flywheel Buckhead LLC (20-12161), Flywheel CCDC, LLC (20-12162), Flywheel NM LLC (20-12163), Flywheel Domain LLC (20-12164), Flywheel Playa Vista, LLC (20-12165), Flywheel Park Avenue LLC (20-12166), Flywheel San Francisco, LLC (20-12167), Flywheel Santa Monica, LLC (20-12168), Flywheel Williamsburg LLC (20-12169), Flywheel Topanga, LLC (20-12170), Flywheel Sports Scottsdale, LLC (20-12171), and Flywheel Walnut Creek LLC (20-12172).

states as follows:

1. Pursuant to that certain lease agreement dated August 28, 2015 (the “Lease”), between Twenty Three R.P. Associates, as landlord, and Flywheel Sports, Inc. (the “Debtor”), as tenant, Twenty Three R.P. Associates leased certain premises to the Debtor located at 53-7 West 23rd Street thru 34 West 24th Street, New York, NY (the “Premises”), for a term commencing October 1, 2015 and ending March 31, 2030. A copy of the Lease is annexed as Exhibit “A”.

2. As of September 14, 2020, the date that the Debtor filed its chapter 11 petition, the annual base rent under the Lease was \$919,018.03 (\$76,584.84 per month), with an increase of the annual base rent to \$946,588.57 (\$78,882.38 per month) commencing October 1, 2020. There are also additional amounts due under the Lease for, *inter alia*, real estate taxes, sprinkler charges, window cleaning charges, water charges, security guard charges, and electric charges, as well as late charges, interest and reasonable attorneys’ fees.

3. Pursuant to the seventh decretal paragraph of the Order, Twenty Three R.P. Associates is entitled to file a claim for administrative rent for the period from September 14, 2020 through December 1, 2020. For this period, unpaid base rent and additional rent under the Lease is \$220,085.67,² as follows:

- Base rent: September 14 through 30 - \$43,398.11 + October - \$78,882.38 + November - \$78,882.38 + December 1 - \$2,544.60 = \$203,707.47 +
- Additional rent:

² Although the Lease was rejected effective December 1, 2020, the Debtors’ estate continued to utilize the Premises to store the Debtors’ property, including books and records. As recently as December 29, 2020, an IT person with CBIZ Accounting, Tax and Advisory of New York, LLC was at the Premises. Twenty Three R.P. Associates reserves its right to assert an additional administrative expense claim(s) for, *inter alia*, rent and additional rent, and attorneys’ fees.

- Real Estate Taxes: September 14 through 30 - \$1,984.07 + October - \$3,501.25 + November - \$3,501.25 + December 1 - \$112.95 = \$9,099.52 +
- BID Taxes: September 14 through 30 - \$127.67 + October - \$225.23 + November - \$225.23 + December 1 - \$7.27 = \$585.40 +
- Sprinkler Charges: September 14 through 30 - \$141.78 + October - \$250.00 + November - \$250.00 + December 1 - \$8.07 = \$649.85 +
- Window Cleaning Charges: September 14 through 30 - \$170.34 + October - \$300.50 + November - \$300.50 + December 1 - \$9.70 = \$781.04 +
- Water Charges: September 14 through 30 - \$141.78 + October - \$250.00 + November - \$250.00 + December 1 - \$8.07 = \$649.85 +
- Security Guard Service Charges: September 14 through 30 - \$255.00 + October - \$450.00 + November - \$450.00 + December 1 - \$14.52 = \$1,169.52 +
- Electric Charges: September 14 through October 8 - \$1,079.00 + October 9 - December 1 - \$2,364.02 = \$3,443.02.

A summary of the unpaid rent is annexed as Exhibit "B".

[Remainder of page intentional left blank.]

WHEREFORE, Twenty Three R.P. Associates respectfully requests that this claim be allowed in the amount of \$220,085.67, and that the Court grant Twenty Three R.P. Associates such other and further relief as is just and proper.

Dated: Tarrytown, New York
January 7, 2021

WHITEFORD, TAYLOR & PRESTON LLP

By: /s/ Kenneth M. Lewis
Kenneth M. Lewis

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Tarrytown, NY 10591
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